

<b>SOLICITATION AND OFFER</b>			1. [BLANK]			Page 1 of 25			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER OPR04000712		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/26/2004		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Office of Procurement 359 Ford Bldg. Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2213 ext.				CODE OP		8. ADDRESS OFFER TO (If other than item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Handcarried Deliveries Are Not Allowed</u> until <u>2:00 PM</u> local time <u>8/20/2004</u> (Hour) (Date)									
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Emily Tuck		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202			NUMBER 225-0668		EXT. EXT.
							C. E-MAIL ADDRESS emily.tuck@mail.house.gov		
<b>11. TABLE OF CONTENTS</b>									
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM		1	X	I	CONTRACT CLAUSES		17-19
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
X	C	DESCRIPTION/SPECS./WORK STATEMENT		6	X	J	LIST OF ATTACHMENTS		20
	D	PACKAGING AND MARKING		N/A	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE		7	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		21-22
X	F	DELIVERIES OR PERFORMANCE		8-10					
X	G	CONTRACT ADMINISTRATION DATA		11-15	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		23-24
X	H	SPECIAL CONTRACT REQUIREMENTS		16	X	M	EVALUATION FACTORS FOR AWARD		25
<b>OFFER (Must be fully completed by offeror)</b>									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)			10 CALENDAR DAYS ( % )		20 CALENDAR DAYS ( % )		30 CALENDAR DAYS ( % )		CALENDAR DAYS ( % )
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY					CODE
26. NAME OF CONTRACTING OFFICER (Type or print)					27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form or by other authorized official written notice.									



**Address Detail****Title**

109th Transition Temporary Logistics

**Document Number**

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**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> AO650 Operations Support Center <b>Addr:</b> Central Receiving and Warehousing Room WA24 New Underground Garage Washington and D Streets, SW Washington DC 20515 <b>Attn:</b> Andy Straughan <b>Phone:</b> (202) 225-8214 ext. <b>Fax:</b> ( ) - ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> AO652 Operations Support Center / RMD <b>Addr:</b> DO NOT MAIL INVOICES  FAX TO: 202-226-0065 <b>Attn:</b> VENDOR MANAGEMENT <b>Phone:</b> ( ) - ext. <b>Fax:</b> ( ) - ext.

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 SCOPE OF WORK

#### BACKGROUND

The Chief Administrative Officer (CAO) is one of three Officers of the U.S. House of Representatives along with the Office of the Clerk and the Sergeant at Arms. The Officers, together with the Architect of the Capitol and other House Offices, jointly provide a foundation of services to facilitate the work activities of the House, its Members, and Staff. The current CAO Organization consists of an Immediate Office and five divisions: Finance, House Information Resources (HIR), Human Resources (HR), Procurement (OP), and House Support Services (HSS).

The Operations Support Center (OSC) is a sub-division under the HSS division. The OSC is responsible for providing, maintaining, warehousing, moving, and inventorying furniture and furnishings and supplies for the House. The OSC's area of responsibility covers three House Office Buildings (Rayburn, Longworth, and Cannon), the House side of the Capitol, and one Annex Building (Ford). Within these areas, the OSC services approximately 440 Congressional Member Offices, 19 full Committee Offices, 2 Select Committee Offices, 2 Joint Committee Offices, and approximately 70 Subcommittee Offices. There are approximately 2,200 to 2,500 offices using office furniture and between 8,000 and 10,000 employees occupying these suites.

The House is interested in acquiring the services of a contractor to provide logistics and distribution support associated with the 109th Congressional Transition.

#### SCOPE OF WORK

A contractor is required to provide logistics and distribution support in completing office moves associated with the 109th Congressional Transition and to clear the backlog of requests accumulated during the transition. The bulk of the support will be during the Transition period (November 01, 2004 through January 7, 2005). Continuing support to address accumulated backlog issues could extend through September 30, 2005. Temporary employees need to be capable of lifting, relocating, and placing furniture, office equipment, and other items of at least forty pounds (40 lbs.) to facilitate the 109th Congressional Transition. Variable work schedules are required spanning six days a week (Monday through Saturday), to be determined by the Contracting Officer Representative (COR). Sunday hours may be scheduled on an as needed basis.

During the bulk period the contractor should be able to provide anywhere from ten (10) to seventy (70) employees on a daily basis.

It is the CAO policy that CAO employees not be unnecessarily exposed to an identified hazardous work environment, without proper training and the recommended Personal Protective Equipment. The House will provide the equipment and power tools required for moving the items in each of the offices scheduled for relocation.

Contractors must provide their employees with safety and equipment training that is in compliance with the regulations established by the State and Federal Occupational Safety & Health Administration. According to OSHA 29 CFR Parts 1910, 1915, 1917, and 1918 the operation of "Powered Industrial Trucks" is limited to only those individuals who have been trained and are currently authorized to operate this type of equipment.

Contractor employees under the supervision of HSS uniformed employees are expected to report to work trained in the proper lifting and material handling techniques. The contractor should provide training in accordance with the CAO Training Policy and Procedures for the Reduction of Lifting Injuries. (See Section J; Attachment A)

Temporary and part-time employees are responsible for wearing Safety Shoes or other required foot protection that meets the ANSI standards in place during the calendar year of purchase. This is to include metal and composite type protection. All Safety Shoes shall be black or brown in color. Two-toned color styles shall be excluded and deemed unacceptable for House use. The CAO Safety Coordinator shall approve types and styles of shoes that qualify as Approved Safety Shoes.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

### E.2 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 HC.6.001 PERIOD OF PERFORMANCE

MAY 2001

Contract period of performance shall extend from November 1, 2004 through September 30, 2005.

### F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.3 HC.6.007 SUSPENSION AND DEBARMENT

MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.



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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

(a) That debarment is being considered;

(b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(c) Of the cause(s) relied upon for proposing debarment;

(d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;

(e) Of the effect of the issuance of the notice of proposed debarment; and

(f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

(a) Referring to the notice of proposed debarment;

(b) Specifying the reasons for debarment;

(c) Stating the period of debarment, including effective dates; and

(d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

#### F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

#### F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.7 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
  - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
  - (2) Complete satisfactory settlement of all customer complaints and claims.
  - (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
  - (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
  - (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.002 MODIFICATIONS

MARCH 2001

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

### G.2 HC.7.003 INVOICES

MAY 2001

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please go to [www.house.gov/finance](http://www.house.gov/finance) or call the EFT help line at 202-226-2277.

A summary invoice shall be submitted to: Operations Support Center/RMD  
WA-26 Rayburn H.O.B.  
Washington, DC 20515  
and faxed to: (202) 226-3417

The invoice will include the following information at a minimum:

- a. Contract number, task or purchase order number, and service time period;
- b. Member, committee, or other House office name and location;

Under no circumstances will the contractor send invoices directly to the office where the equipment is located or service provided; nor will that office be contacted regarding possible billing of discrepancies or problems.

### G.3 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

### G.4 HC.7.005 PERFORMANCE SUMMARY REPORTS

MAY 2001

The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten (10) calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period (i.e. new installations, relocations, etc), including at a minimum:
  - Itemized tasks with a description of the support/services utilized
  - Hours/dollars expended by task
  - Task status
4. Anticipated Activity for Next Reporting Period
5. Outstanding Issues

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G.5 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

MAY 2001

The House COR and authorized contractor representative(s) shall meet at least weekly. Meeting changes require mutually written consent. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smooth operating contract.

G.6 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

MAY 2001

a. Contracting Officer:

William L. Dellar, Associate Administrator, Office of Procurement  
Room 359, Ford House Office Building, U.S. House of Representatives  
Washington, DC 20515  
Telephone: (202) 225-2921 Fax: (202) 226-3850

The contracting officer has the overall responsibility for the award and administration of this contract. The contracting officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the contracting officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- The CO is required to approve all contract modifications, including cost changes.

b. Contracting Officer's Representative:

The COR, to be appointed by the contracting officer is designated to assist in the discharge of the contracting officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- Reviews and approves the status from, and performance reports on, the contractor.
- Processing of contractor invoices.
- Submission of a weekly summary report to the CA - The COR will prepare a weekly summary report to be provided to the CO each week. The weekly summary report, based on the contractor's status reports, performance reports, and a synopsis of the weekly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.

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- Establishing and adhering to, at a minimum, a weekly status/progress meeting with the contractor and designated House staff. Maintaining minutes of those meetings.

- Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

c. Contract Administrator

Emily Tuck, Sr. Procurement Specialist  
Office of Procurement  
Room 356, Ford House Office Building  
U.S. House of Representatives  
Washington, DC 20515  
Telephone: (202) 225-0668 Fax: (202) 226-2214

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

The CA is also responsible for:

- Ensuring all required documents are in the contract file.
- Attending status meetings on behalf of the CO.
- Reviewing invoices and written reports.

G.7 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE MAY 2001

The contractor shall identify the authorized contractor representative (ACR), if different from that of the program manager (key personnel) listed in clause G-009. Provide name, title, company name, address, and phone and fax number:

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The ACR shall provide weekly status reports to the COR pursuant to clause G-007 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within 4 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

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**G.8 HC.7.009 KEY PERSONNEL**

**MAY 2001**

The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

For each personnel please provide the following information: individual's name, title, telephone number, and e-mail address.

The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The contractor must notify the contracting officer (CO) of changes to the key personnel 10 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 5 business days.

**G.9 HC.7.010 POST AWARD CONFERENCE**

**MAY 2001**

A post award conference will be held with the contractor to review contract administration issues that are contained in Section G.

**G.10 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY  
CONTRACT PERFORMANCE**

**AUGUST 2002**

The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues once raised will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

Issues that cannot be resolved between the Contractor and the COR, or resolution that would require a modification to the contract, will be brought to the immediate attention of the CA. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

**G.11 HC.7.013 DELEGATION OF AUTHORITY**

**AUGUST 2002**

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer (CO), U.S. House of Representatives (House).

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G.12 HC.7.017 REMITTANCE ADDRESS

AUGUST 2002

The Contractor shall identify the address to which payments shall be made, if different from that of place of business. Payments are to be mailed to:

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### H.4 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. The "Affirmation of Non-Disclosure" form may be obtained on the internet at [www.house.gov](http://www.house.gov) by clicking on Current Solicitations under the General Information heading, and then selecting Current Solicitations again.



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## SECTION I -- CONTRACT CLAUSES

### I.1 TYPE OF CONTRACT

The House intends to award an Indefinite Delivery Indefinite Quantity contract. No legal liability on the part of the House exists for any minimum order quantity for services provided herein.

### I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.

b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.

c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.3 HC.9.002 OBSERVANCE OF LAWS MAY 2001

a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.

b. The contractor shall comply with all applicable laws of the United States.

### I.4 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

### I.5 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

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I.6 HC.9.006 RELEASE OF CLAIMS MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

I.7 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.8 HC.9.008 TAX EXEMPTION JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

I.9 HC.9.010 LIABILITY OF THE HOUSE JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.10 HC.9.011 LIABILITY OF THE CONTRACTOR JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.11 HC.9.013 GRATUITIES JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

I.12 HC.9.014 ASSIGNMENT JUNE 2002

Neither this order nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default. None of the provisions, terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and each shipment received by the House from contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgement, invoice or other form of contractor and notwithstanding the House's act of accepting or paying for any shipment or similar act of the House.

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I.13 HC.9.015 HOUSE RULES

MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising there from.

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## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ATTACHMENTS

Attachment A - CAO Training Policy and Procedure for the Reduction of Lifting Injuries  
CAO Policy No. 1910.132

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

### K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

### K.3 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

### K.4 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within 120 calendar days after receipt of the offer.

### K.5 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information for each individual: individual's name and title, telephone number, and e-mail address.

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K.6 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN

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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Administrative and Price Proposal. The proposal shall be divided into the following distinct and marked parts:

- (1) "Section A of RFP." The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer.
- (3) "Section G Contract Administration". Offeror shall complete the required sections of Section G.
- (4) Section K - Representations, Certifications, And Statements of Offerors." Offeror shall complete the required clauses of Section K.
- (5) Provide pertinent experience and qualification in conducting similar services as stated in the solicitation, and specifically, corporate stability and sound organizational qualities. Demonstrated financial capability sufficient to provide resources to finance day-to-day operations for legislative branch customers.
- (6) Offeror shall provide references for five current or recent (within three years) customers and five past customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

### L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit 5 copies, one (1) original copy, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals and hand delivered proposals will NOT be accepted.

### L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS

JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, and it:

- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or
- (c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

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(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

#### L.4 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."



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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to award an Indefinite Delivery Indefinite Quantity contract to the offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical /Management Approach
- (2) Corporate capabilities
- (3) Past performance
- (4) \*Price

\*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".
- b. The House may:
  - (1) reject any or all offers, if such action is in its interest,
  - (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

**CAO Training Policy and Procedure for the  
Reduction of Lifting Injuries**

**CAO Policy No. 1910.132**

**Purpose:** The purpose of this policy is to define scheduling requirements, training, both updated and remedial, and documentation procedures to be followed for the purpose of reducing or eliminating injuries related to lifting and manual handling of materials.

**Scope:** The scope of this policy and procedure is limited to in-house training required to reduce and eliminate personal injury through video presentation, question and answer periods, and practical training of proper lifting technique.

**Applicability:** Uniformed HSS employees are authorized as part of their job description to relocate, remove, deliver, or place furniture and materials throughout the House campus. This policy and procedure is applicable to all HSS uniformed employees and identified temporary or part-time employees. Identified temporary and part-time employees selected for this training shall be identified for training by the Supervisor these employees reports to. Temporary and part-time employees under the supervision of HSS uniformed employees, not identified for training, are expected to report to work trained in the proper lifting and material handling techniques.

Non-uniformed CAO employees shall receive training of these procedures on the recommendation of the employees immediate Supervisor and based in part on the employees duties.

**Background:** Section 215(a) of the Congressional Accountability Act provides that each employing office and each covered employee shall comply with the provisions of section 5 of the Occupational Safety and Health Act of 1970 ("OSHAct"), 29 U.S.C. § 654. 2 U.S.C. § 1341(a). Section 5(a) of the OSHAct provides that every covered employer has a general duty to furnish each employee with employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm to those employees and a specific duty to comply with occupational safety and health standards promulgated under the law. Section 5(b) requires covered employees to comply with occupational safety and health standards and with all rules, regulations and orders issued which are applicable to their actions and conduct.

This policy shall be maintained in accordance with 29 CFR 1910.132.

**Effective Date:** This policy and procedure is effective January 1, 2004.

**OPR:** CAO Safety, x66864

**Supersedes:** This procedure does not supersede any previous document or procedure.

## **CAO Policy:**

It is the CAO policy that CAO employees not be unnecessarily exposed to an identified hazardous work environment, without proper training and the recommended Personal Protective Equipment (PPE).

With the removal of lift belts as a recommended form of PPE, and with the absence of an approved Ergonomic standard, the Office of the CAO has made it a policy to continue to train employees on the hazards associated with lifting and manual handling of materials.

## **Procedures:**

### **Scheduling:**

- New employees, or employees transferred between divisions shall be trained in lifting and manual material handling within three working days of the effective transfer date provided lifting and manual material handling constitute a significant part of the employees job description.
- New employees, or employees transferred between divisions shall be trained in lifting and manual material handling within ten working days of the effective transfer date provided lifting and manual material handling does not constitute a significant part of the employees job description and on the recommendation of the employees immediate Supervisor.
- Scheduled Lift Training shall be conducted monthly beginning in January 2004.
- Starting times for Lift Training shall be 9:30 am for employees working a daytime schedule, and 2:30 pm for employees working an evening schedule.
- Production Management and the effected employees department or division Supervisor shall be advised of the scheduled training and shall make adjustments accordingly. (This provision applies to HSS employees only)
- All notifications of training shall be distributed via e-mail with an attached training schedule, start times, and employee count for each affected department or division.
- Supervisors will be held responsible for the prompt and timely attendance of employees assigned to their department or division.

### **Training:**

- The Trainer shall have multiple video presentations available for use.
- Video presentations shall be selected and presented based on the lifting experience level of the class.
- Work requirements of attendees should be similar in nature in order to properly focus lifting techniques to specific job actions.
- Training classes shall be limited to a maximum of thirteen attendees per class.
- Training shall be presented in three basic sections: Video presentation, practical demonstration, and summation.
- Questions shall be asked by and answered to the satisfaction of the Trainer prior to proceeding to the following section.

- Lift Training shall be designed to be completed within a sixty (60) minute time period.

#### Documentation:

- The Trainer shall begin the documentation process by having attendees date and sign the Lift Training Roster prior to the beginning of the training session.
- Upon conclusion of training, the trainer shall verify the training status of an employee through the use of check boxes imbedded within Lift Training Roster.
- At the conclusion of training, the trainer shall complete all areas of the Lift Training Roster and create one copy for the trainer's records.
- Original copies of Lift Training documents shall be forwarded to the CAO Safety Coordinator for inclusion into the training records.
- Original copies of Lift Training documents shall be maintained in the CAO Safety Office along with other required records of documentable training.
- Original copies of Lift Training documents shall be maintained for three calendar years from the date of training.
- All outdated Lift Training documents regardless of location shall be shredded prior to disposal for the protection and confidentiality of the employees.

#### Documentation Responsibilities:

- It is the responsibility of the Trainer to make an assessment of the information retained by the employee during training and determine if remedial training is or is not required.
- It is the responsibility of the Trainer to ensure the completion of, and certify by signature, the information included on the Lift Training document.
- It is the responsibility of the Trainer to create copies of the Lift Training document and forward original Lift Training documents to the CAO Safety Coordinator.
- Maintenance of original copies of Lift Training documents is the responsibility of the CAO Safety Coordinator.
- Maintenance of duplicate copies of Lift Training documents is the responsibility of the Trainer.

#### Procedural Review:

Procedural review of this policy shall occur annually from Effective date of policy or whenever a change in policy, procedure, or recognized need brings into question the effectiveness of the policy.

#### Exceptions:

- Exceptions to this Policy shall require the approval of the Chair of the Workplace Safety Task Force. (WPSTF)
- Exceptions to the Procedural steps shall require the approval of the CAO Safety Coordinator.